

FOR COUNTY USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code			Dept.	Contract Number	
M	<input type="checkbox"/>	Change						
X	<input type="checkbox"/>	Cancel				SHR		
County Department					Dept.	Orgn.	Contractor's License No.	
SHERIFF					SHR	SHR		
County Department Contract Representative					Ph. Ext.		Amount of Contract	
ROBERT W. TREMAINE (909) 387-3746							\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number		
AAA	SHR	SHR						
Commodity Code				Estimated Payment Total by Fiscal Year				
				FY	Amount	I/D	FY	Amount
Project Name				I/D				
Applicant Fingerprinting				FY	\$			
Service				FY	\$			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
 Sylvan/Identix
 Address
 2651 Farragut Drive, 2nd Floor
 Springfield, IL 62704
 Phone _____ Birth Date _____
 Federal ID No. or Social Security No. _____

Hereinafter called CONTRACTOR

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, COUNTY, through the Sheriff's Department, performs fingerprinting services for internal use and to various agencies for pre-employment background checks, and;

WHEREAS, CONTRACTOR has the knowledge and expertise to facilitate the performance of said services through its Applicant Fingerprinting Service;

NOW, THEREFORE, the parties hereto agree as follows:

I. RESPONSIBILITIES OF THE PARTIES.

A. COUNTY's responsibilities are as follows:

1. Provide all applicants with CONTRACTOR's toll-free number to initiate the fingerprinting process.
2. Use COUNTY employee to capture applicant fingerprints on COUNTY's live scan equipment.
3. At the end of each day, COUNTY will upload the demographic data of processed applicants to CONTRACTOR's scheduling center using software provided by CONTRACTOR.

B. CONTRACTOR's responsibilities are as follows:

1. Receive telephone calls from applicants at CONTRACTOR's Scheduling Center.
2. Enter into CONTRACTOR's scheduling system all necessary demographic information that is required from the applicant.
3. Inform the applicant of the COUNTY's \$10 fingerprint fee, CAL-ID's \$2.00 administrative fee and CONTRACTOR's \$5 processing fee and collect those fees via MasterCard, VISA, cashiers check, money order, or personal check. If COUNTY is paying all or a portion of the fee, CONTRACTOR will invoice COUNTY.
4. Schedule applicant to be fingerprinted at a convenient location, at a date and time of the applicant's choice.
5. Download the collected demographic data to the scheduled live scan site.
6. Train live scan operators on the use of CONTRACTOR's software per CONTRACTOR's implementation plan.
7. Disburse money collected to the proper agencies: i.e. FBI, California Department of Justice (DOJ), COUNTY, etc.
8. Provide COUNTY with a monthly report detailing applicant fingerprinting activity (who, where, and when) in COUNTY's domain.

II. CONSIDERATION.

Each applicant shall be responsible for payment of a processing fee of \$17.00 plus applicable DOJ and FBI fees. CONTRACTOR will retain \$5.00 of this fee and remit \$12.00 to the COUNTY (\$10 for fingerprint processing and \$2.00 administrative fee to be forwarded to CAL-ID) on a monthly basis along with an Activity Report. The monthly remittance to the COUNTY, along with the Activity Report, will be sent to the following address:

San Bernardino County Sheriff's Department
Bureau of Administration/Accounts Payable
P.O. Box 569
San Bernardino, CA 92402-0569

III. TERM.

The term of this contract shall be for a period of one-year commencing upon its approval by the COUNTY Board of Supervisors and may be renewed for successive one-year periods. Notwithstanding the forgoing, this contract may be terminated at any time, with or without cause, by COUNTY or by CONTRACTOR upon written notice given to the other party at least thirty (30) days prior to the date specified for termination. In the event of termination each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of termination, with each party being released from all obligations or performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of termination.

IV. INDEPENDENT CONTRACTOR.

- A. CONTRACTOR shall be deemed to be at all times an independent contractor. COUNTY shall not be liable for any acts of CONTRACTOR and nothing herein shall be construed as creating an employment relationship between the parties. Furthermore:
- B. CONTRACTOR shall be responsible for performance of this contract whether or not subcontractors are used.
- C. CONTRACTOR shall be responsible for all matters relating to compensation of its personnel, including compliance with withholding and payment of any and all federal, state, and local personal income taxes, Social Security, disability insurance, unemployment, and other taxes for such persons, including any related assessments or contributions required by law and other regulations regarding such matters.

V. INDEMNIFICATION.

The CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors, or omissions and for any costs or expenses incurred by the COUNTY on account of any claim, therefore, except where such indemnification is prohibited by law.

VI. INSURANCE.

- A. Without in anyway affecting the indemnity herein provided and in addition hereto, the CONTRACTOR shall secure and maintain throughout the contract the following types of insurance with limits as shown:
- B. Workers' Compensation. A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the CONTRACTOR and all risks to such persons under this contract.
- C. Comprehensive General and Automobile Liability Insurance. This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- D. Errors and Omission Liability Insurance. Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate **or**
- E. Professional Liability. Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- F. ADDITIONAL NAMED INSURED. All policies, except for Worker's Compensation, Errors and Omissions, and Professional Liability policies, shall contain additional endorsements naming the COUNTY and its officers, employees, agents, and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- G. WAIVER OF SUBROGATION RIGHTS. Except for the Errors and Omission Liability and Professional Liability, CONTRACTOR shall require the carriers of the above-required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors, and subcontractors.
- H. POLICIES PRIMARY AND NON-CONTRIBUTORY. All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.
- I. PROOF OF COVERAGE. CONTRACTOR shall immediately furnish certificates of insurance to the Sheriff's Department evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of the agreement, the CONTRACTOR shall furnish certified copies of the policies and all endorsements.
- J. INSURANCE REVIEW. The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided

that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

K. Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

VII. GOVERNING LAW.

This contract shall be governed and interpreted by the laws of the State of California.

VIII. EXERCISE OF COUNTY'S RIGHTS AND AUTHORITY.

The Sheriff of San Bernardino COUNTY shall have the right to exercise the COUNTY's rights and authority under this contract, including the right to give notice of termination of this contract, at his sole discretion.

IX. NOTICES.

Any notices required under this contract shall be deemed given when personally delivered or deposited in the U.S. Mail, certified, postage prepaid, and addressed as follows:

CONTRACTOR: Sylvan/Identix
2651 Farragut Drive, 2nd Floor
Springfield, IL 62704

COUNTY: San Bernardino County Sheriff's Department
Bureau of Administration/Contracts Unit
P.O. Box 569
San Bernardino, CA 92402-0569

X. FULL UNDERSTANDING.

This contract represents the full and complete understanding of the parties and supersedes all prior oral and written agreements or understandings between the parties. Any amendment to this contract shall be in writing, signed by both parties.

COUNTY OF SAN BERNARDINO

Chairman, Board of Supervisors

_____ Sylvan/Identix
(State if corporation, company, etc.)

Dated _____ By _____
(Authorized Signature)

Dated _____

Title _____ Ronald J. Wadsworth, President

Address _____ 2651 Farragut Drive, 2nd Floor

By _____ Deputy _____
Springfield, IL 62704

Approved as to Legal Form _____ County Counsel, by Kevin L. Norris, Deputy Date _____	Reviewed as to Affirmative Action _____ Date _____	Reviewed for Processing _____ Agency Administrator/CAO Date _____
--	--	--